

RESOLUTION NO. 09-167

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITIES OF HIALEAH AND HIALEAH GARDENS, UNDER A SEPARATE INTERLOCAL AGREEMENT, TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE TRANSIT AGENCY AND THE CITIES OF HIALEAH AND HIALEAH GARDENS FOR FEDERAL FUNDING PASS-THROUGH ARRANGEMENTS WITH THE AMERICAN RECOVERY AND INVESTMENT ACT (ARRA) OF 2009 FEDERAL TRANSIT ADMINISTRATION (FTA 5307) FOR THE CITIES TO OPERATE CIRCULATOR SERVICES, IN ORDER TO PURCHASE BUSES AND ADDITIONAL EQUIPMENT TO BE USED FOR THE HIALEAH TRANSIT SYSTEM, IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 04-02 (Jan. 14, 2002), the City of Hialeah entered into an Interlocal Agreement with the City of Hialeah Gardens to extend the Hialeah Transit System service into Hialeah Gardens, which, through successive annual renewals, is currently in effect; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 09-33 (Apr. 15, 2009), the City of Hialeah entered into an Interlocal Agreement with the City of Hialeah Gardens dated May 18, 2009 to combine their respective municipal allocations of federal transit stimulus funds in order to purchase buses and additional equipment to be used for the Hialeah Transit System; and

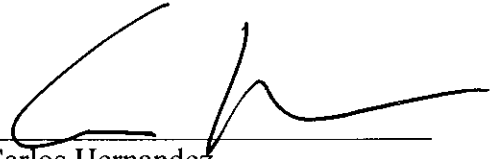
WHEREAS, the City of Hialeah finds that it is in the best interest to enter into this Interlocal Agreement with the Miami-Dade Transit Authority to receive 2009 ARRA funds in order to purchase buses and additional equipment to benefit the Hialeah Transit System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the Cities of Hialeah and Hialeah Gardens, by separate Interlocal Agreement dated May 18, 2009, to enter into an Interlocal Agreement between Miami-Dade Transit Agency and the Cities of Hialeah and Hialeah Gardens for Federal Funding Pass-Through Arrangements with the American Recovery and Investment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307) for the Cities to Operate Circulator Services, in order to purchase buses and additional equipment to be used for the Hialeah Transit System, in substantial form as attached hereto and made a part hereof as Exhibit "1".

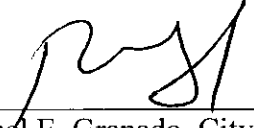
PASSED AND ADOPTED this 27th day of October, 2009.



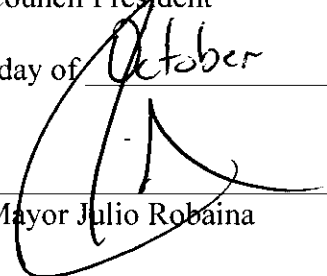
Carlos Hernandez
Council President

Attest:

Approved on this 28 day of October, 2009.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a 6-0 vote with Councilmembers, Caragol, Casals-Muñoz, Garcia-Martinez, Gonzalez, Hernandez, Yedra voting "Yes" and Councilmember Cue absent.

**Interlocal Agreement Between
Miami-Dade Transit Agency and the Cities of Hialeah and Hialeah Gardens
For Federal Funding Pass-Through Arrangements with the American Recovery
and Reinvestment Act (ARRA) of 2009 Federal Transit Administration (FTA 5307)
for the Cities to Operate Circulator Services**

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, through the Miami-Dade Transit Department (MDT), a political subdivision of the state of Florida, hereinafter referred to as "the County", and the Cities of Hialeah and Hialeah Gardens, a municipal corporation of the state of Florida, hereinafter referred to as "the Cities".

WITNESSETH:

WHEREAS, Miami-Dade Transit, an Urbanized Area Formula Program grantee agrees to pass through Federal Transit Administration (FTA) 5307 the American Recovery and Reinvestment Act (ARRA) funding for the Cities' of Hialeah and Hialeah Gardens, a designated FTA funding recipient.

WHEREAS, using that funding, the Cities' of Hialeah and Hialeah Gardens will provide transportation services within the Cities' to benefit local residents and businesses within the Cities and within sections of Miami-Dade County and the Cities; and

WHEREAS, the Cities will provide the citizens of the Cities of Hialeah and Hialeah Gardens with improved public transportation by purchasing ADA compatible diesel engine bus (es) and equipment for buses operating, directly or through a transportation contractor, which will meet the local needs; and

WHEREAS, the provision of regularly scheduled transit services which may connect with existing Miami-Dade Transit (MDT) Metrobus services and help increase the use of the transit services provided by MDT; and

WHEREAS, the Cities have sponsored and are willing to provide an alternative form of supplemental public transit throughout the Cities and have secured and obligated the necessary funds to provide;

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Cities agree as follows:

Exhibit "1"

ARTICLE 1
DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 The American Recovery and Reinvestment Act (ARRA).
- 1.3 "Contractor" shall mean any entity, public or private providing public circulator services as described in this Agreement under contract to the Cities.
- 1.4 "Circulator" shall mean fixed route or semi-fixed route public transportation bus services where at least seventy (70%) percent of the route is within the Cities and said circulator service is operated by the Cities, directly or by contract, pursuant to this Agreement and Chapter 31 of the Code of Miami-Dade County.
- 1.5 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.6 "The Cities" shall mean Cities of Hialeah and Hialeah Gardens and authorized representatives thereof.
- 1.7 "FDOT" shall mean the Florida Department of Transportation and authorized representative thereof.
- 1.8 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.9 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.10 "FTA" shall mean the Federal Transit Administration, its rules and regulations, and representatives thereof.
- 1.11 "CSD" shall mean the Consumer Services Department of Miami-Dade County and authorized representatives thereof.
- 1.12 "PTRD" shall refer to the Passenger Transportation Regulatory Division of CSD.
- 1.13 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.
- 1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable circulator service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The Cities and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of Cities of Hialeah and Hialeah Gardens. The Cities shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable county, state, and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD. The Cities shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 The County Regulatory Requirements. Prior to the commencement of the circulator service under this Agreement, the Cities and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County. The Cities and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Cities or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.
- 2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state, and county requirements. Vehicle operators shall comply with all safety, mechanical, and vehicular standards mandated by any applicable county, state, and federal requirements including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and CSD.
- 2.4 Vehicle Standards. Vehicles shall comply with all of the requirements contained in Chapters 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by CSD or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical, and vehicular requirements mandated by applicable county, state, or federal requirements, including ADA.
- 2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration. Vehicle chauffeurs shall also comply with any safety, mechanical, and vehicle standards mandated by applicable county, state, and federal requirements and as may be prescribed and required by CSD or MDT.
- 2.6 Proof of Compliance Prior to Operation. The Cities and/or its contractors, if any, shall provide the County with proof of compliance with licensure, insurance, and any other requirements mandated by the Code of Miami-Dade County, state statute, or federal law prior to commencement of the circulator service.
- 2.7 Purchase of Services/Sole Responsibility. Cities employees, agents, and contractors providing transportation services shall be considered to be, at all times, solely employees, agents, and contractors of the Cities under its sole direction and not employees, agents, or contractors of the County.

- 2.8 Compliance with ADA. The Cities' bus circulator services shall comply with all applicable requirements of the ADA. The Cities and the County recognize their joint obligation to provide STS in the area served by the Cities' Circulator service. In fulfillment of the Cities' obligation, the Cities hereby contracts with the County to provide STS Service for trips which have both their origin and destination within the Cities Circulator service area, as the County shall continue to provide such trips as part of its STS Service at no cost to the Cities. To the extent that any terms in this Agreement are in conflict with the ADA, the requirements of the ADA shall control.
- 2.9 Compliance with Federal Civil Rights Requirements. The Cities, shall comply with the Federal Civil Rights requirements as attached, which may be modified from time to time by, the Federal government herein (See Attachment A).
- 2.10 Compliance with the United States Department of Labor. The Cities, shall to the extent applicable comply with the Labor Protective Agreements as attached, which may be modified from time to time by, the Federal government herein (See Attachment B). *Not applicable.*
- 2.11 Compliance with Procurement Requirements. Miami-Dade County shall receive and review all proposals in accordance with federal and state procurement requirements, as may be amended from time to time. Miami-Dade County's Department of Procurement Management will forward a recommendation of contract award to the governing body of the applicable municipalities.
- 2.12 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for Bids which the Cities shall issue regarding the provision of transportation service and shall be considered, along with private contractors, for provision of services to be provided by the Cities pursuant to this Agreement.
- 2.13 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Cities shall certify that it will have a drug-free workplace program. Further, the Cities shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operation. Effective upon execution of the Agreement, the Cities shall require that its employees or contractor, if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.
- 2.14 Cities Representative. The Cities shall designate individual(s) to act as liaison to the County and notify the County thereof. The Cities shall promptly notify the County of any changes.
- 2.15 County Representative. The County shall designate individual(s) to act as liaison to the Cities and notify the Cities thereof. The County shall promptly notify the Cities of any changes.
- 2.16 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor and the Cities Mayors, or his/her designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the Mayor of the Cities of Hialeah and Hialeah Gardens, or their designees.

ARTICLE 3

CITIES OF HIALEAH AND HIALEAH GARDENS BUS CIRCULATOR SERVICES

- 3.1 Provision of Cities Circulator Services. The Cities shall provide public transportation services within the Cities of Hialeah and Hialeah Gardens. Any changes to routes/schedules shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Manager and the Mayor of the Cities of Hialeah and Hialeah Gardens, or their designees. In the event the Cities fails to utilize the vehicle (s) in the manner prescribed in sections 3.1, 3.2, and 3.3, during the useful life of 5-7 years said vehicle (s) shall automatically revert to Miami Dade County without need for any additional legal action. Upon expiration of the useful life of the vehicle (s), the Cities shall notify Miami-Dade Transit in writing and receive MDT consent prior to disposing of said vehicle (s).
- 3.2 Connection and Coordination with County Bus Routes. The routes serviced with the purchase of bus (es) may complement existing County Metrobus routes and will provide the citizens of Cities of Hialeah and Hialeah Gardens with improved public transportation, which will meet the local public needs. The use of the bus purchase will benefit local businesses along the Busway.
- 3.3 Operation of Routes Their Entirety. The Cities shall be responsible for ensuring that bus route(s) are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Cities.
- 3.4 Planning and Scheduling of Circulator Routes. The County, through the MDT Director or his designee, may assist the Cities staff with technical support for planning and scheduling of Cities Circulator services.
- 3.5 Use of Logo. FTA has a logo uniquely identifying ARRA projects. Such logo shall at all times be displayed on the exterior of all vehicles operation pursuant to this Agreement. The County shall allow the display of the Circulator service logo on the County's bus stop sign at all stops common to the Cities and the County bus routes. The Cities shall be responsible for placing the logo on the pertinent signs where space is available for such logos to be placed.
- 3.6 Bus Stop and Signposts. The Cities may provide, install, and maintain bus stop signs and signposts at stops along the Cities' bus Circulator routes, which are not also stops for Metrobus routes. If the Cities, its contractor, licensee, permittee, or assignee wishes to install bus stop signs at common bus stops, MDT must agree to such action and the Cities shall provide facilities that can accommodate Metrobus bus stop information. That accommodation shall be either in the form of space for Metrobus route decals or space for Metrobus signs common to all other Metrobus stop signs. If Metrobus information is to be displayed on Cities bus stop signs, MDT shall provide to the Cities the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the County. The Cities shall be responsible for installing the Metrobus stop information in the bus stop sign facility per the specification of the County. If the Cities moves or discontinues the bus stop where the sign is the Cities', the Cities shall be responsible for the cost of moving or removing the Metrobus stop information. If the County moves or discontinues the bus stop where the sign is the County's, the County shall be responsible for the cost of moving or removing the Cities of Hialeah and Hialeah Gardens stop information.

- 3.7 Non-Interference and Non-Disturbance. The County and the Cities hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing of Metrobus service.

ARTICLE 4

RECORDS AND REPORTS

- 4.1 Reporting Requirements. The Cities shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than monthly/quarterly as required by the County, State or FTA. The FTA through Miami-Dade County requires quarterly Financial Status Reports (FSR), Milestones, and Ridership Reports. The Cities shall also report monthly ridership performance data.
- 4.2 Additional Information. The Cities shall provide additional information about the Cities bus service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon, in writing, by the Cities Manager and the County Mayor or his/her designee.
- 4.3 Administrative Fees. The Cities shall pay the County a 5% fee of the FTA FY 2009 award of \$2,504,365.68 totaling \$125,218.28 for grant administration, finance, project management, and performance reporting. The net amount to the Cities is \$2,379,147.40. The County shall be entitled to an administrative fee of 5% for any and all future FTA 5307 grants awarded to the Cities for which the County provides grant application, grant administration, finance, project management and performance reporting services.
- 4.4 National Transportation Database (Section 15) Reporting. Timely Annual Reporting Statistics as required by the Federal Transit Administration (FTA), National Transit Database, as defined in the annual FTA National Transit Database Reporting Manual and FTA Circular 2710.2A, "Sampling Procedures for Obtaining Demand Responsive Bus System Operating Data" which may be amended from time to time by the FTA (Formerly known as Section 15 Reporting). Supporting documentation shall be submitted to the County if requested in writing. Annual audit statement will be required and records shall be maintained for no less than five (5) years for FTA triennial review.
- 4.5 Accidents and Incidents. In addition to emergency and police notifications, the Cities shall be responsible for ensuring that all accidents and incidents are promptly reported to the County and subsequently that adequate and appropriate documentation of investigation, using National Safety Council definitions, be furnished to the County within three (3) working days. Initial notification of accidents or incidents shall be reported on a form approved by the County within 24 hours of occurrence. Any accident involving major damage, serious personal injury or loss of life shall be reported to the County within 1 hour of occurrence. Records shall be kept for at least three (3) years for each accident a vehicle is involved in, including the repair work required to return the vehicle to service. The Cities must also provide to the Miami-Dade County Consumer Services Department (CSD); Passenger Transportation Regulatory Division (PTRD) one (1) copy of each accident report within 72 hours of such accident. The Cities must also furnish the County all accident and incident data as required for the FTA National Transit Database (NTD), as defined in the FTA NTD Safety and Security Reporting Manual, including the Major Incident Report (within 30 days of occurrence) and the Non-Major Summary Reports (monthly, before end of month following report month).

ARTICLE 5

INSURANCE

The parties hereto acknowledge that the Cities are self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Cities shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S.

ARTICLE 6

IDEMNIFICATION

- 6.1 The Cities shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Cities and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Cities shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.
- 6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Cities, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Cities or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, from commencement of this agreement until the cities accept the vehicle(s) . The County shall pay all claims and losses in connection therewith, subject to the limitations described herein, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Cities, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. Nothing herein shall be deemed to indemnify the Cities from any liability or claim arising out of the negligent performance or failure of performance of the Cities, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

ARTICLE 7

FINANCIAL ASSISTANCE

- 7.1 Grant Matching Funds. There are no matching funds required for this American Recovery Reinvestment Act (ARRA) FTA program.
- 7.2 Bus Shelters and Benches. The Cities shall, at its sole option, provide, install, and maintain bus passenger shelters, benches and other bus stop furnishings, at bus stops along the Cities' Circulator routes where the Cities, or its contractor, feel that there is a need for such furnishings.
- 7.3 Bus Stops and Bus Bays or Pull-outs. The Cities shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at stops along the Cities' Circulator routes, provided that any proposed bus bays or pull-outs and any proposed modifications or reconfigurations to existing bus bays or pull-outs shall be first reviewed and approved by the County or State, as appropriate.
- 7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for bus services, which are comparable to the services provided herein, but upon more favorable terms for the municipality than the terms provided herein, County agrees to amend this Agreement, if requested by the Cities, to provide substantially equivalent favorable terms to the Cities as those provided in such other County/Municipal Interlocal Agreements.
- 7.5 Financial Obligation. To the extent the FTA deducts withholds, or deobligates from this or any other Federal grant as a result of any act or omission on the part of the Municipality, Miami Dade County shall be entitled to deduct, withhold, or invoice the Municipality from this or any other agreement between the parties in the same amount as has been deducted, withheld or deobligated from Miami Dade County.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 8.1 Term of Agreement. This Agreement shall commence upon approval of the Board of County Commissioners and the Council of Cities of Hialeah and Hialeah Gardens and the execution by the County Mayor or his/her designee and authorized Cities Manager.
- 8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Cities as set forth herein shall only be implemented after the County and the Cities have entered into a written agreement describing the changed services and the provisions of the County Code have been exercised.
- 8.3 Title VI and VII Civil Rights Act of 1964. The Cities and its Contractors shall not discriminate against any person because of race, color, sex religious background, ancestry or national origin in the performance of the Agreement.
- 8.4 Termination for Cause. This Agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Circulator

operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be as determined by the County Mayor. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the terminating party may cancel the termination notice using the same means by which the notice of termination delivered.

- 8.5 Termination without Cause. The County or the Cities may terminate this Agreement without cause upon no less than sixty (60) days written notice to the other party. If the County or the Cities terminates this Agreement with or without cause, the Cities agree to reimburse the County on a prorated basis for financial assistance it has received for the year.
- 8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit Agency
701 N.W. First Court, Suite 1700
Miami, FL 33136

Attention: Director, Miami-Dade Transit
Fax: 786.469.5580

FOR CITIES OF HIALEAH AND HIALEAH GARDENS:

Cities of Hialeah and Hialeah Gardens
900 East 56th Street
Hialeah, FL 33013

Attention: Jorge DeLa Nuez

- 8.7 Name of Payee. The name of the official payee to whom the County shall issue checks shall be Cities of Hialeah and Hialeah Gardens for their respective grant amounts.
- 8.8 Complete and Binding Agreement. This writing embodies the full and complete Agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 8.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.
- 8.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of Florida

County Clerk

By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
County Mayor

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

ATTEST:

FOR THE CITIES:

Cities of Hialeah and Hialeah Gardens
A political subdivision of the State of
Florida

By: _____
Cities Clerk

By: _____
Cities Mayor

Date Executed: _____

Approved as to Form and Legal Sufficiency

By: William Grodnick
Cities Attorney

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R- , adopted by the said Board of County Commissioners at its meeting held on , as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 29th day of October, A.D., 2008.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk



CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

CIVIL RIGHTS REQUIREMENTS:

(1) Nondiscrimination Generally - In accordance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Municipality, Contractor or Subcontractor agree that they will not discriminate against any contractor and subcontractor, or any employee or applicant for employment on the basis of race, color, national origin, religion, age, disability, ancestry, veteran's status, marital status, pregnancy, sexual orientation, or the exercise of their constitutional or statutory rights. In addition, the Municipality, Contractor or Subcontractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The Municipality, Contractor or Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin, religion, age, disability, ancestry, veteran's status, marital status, pregnancy or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

(2) Equal Employment Opportunity - Each Municipality, Contractor or Subcontractor will be required to assure compliance with all equal employment opportunity policies through reporting requirements to be developed and established by Miami-Dade Transit. The following equal employment opportunity requirements apply to the underlying contract, or any project resulting from, or within the ambit not his agreement.

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Municipality, Contractor or Subcontractor agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of projects resulting from this interlocal agreement and funded with ARRA funds. The Municipality, Contractor or Subcontractor agree to take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment



advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements that Miami-Dade Transit and/of FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Municipality Contractor or Subcontractor agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements that Miami-Dade Transit and/or FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.

(3) The Municipality, Contractor and Subcontractor also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, and specifically ARRA funding, and will modify the requirements only if necessary to identify the affected parties.

ACCESS TO RECORDS AND REPORTS REQUIREMENTS:

(1) The Municipality, in accordance with 49 CFR 18.36(i) agree to provide to Miami Dade County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Municipality, which are directly pertinent to the project, or projects subject to this Interlocal Agreement and funded with ARRA funding for the purposes of making audits, examinations, excerpts and transcriptions. The Municipality also agree, pursuant to 49 C. F. R. 633.17 to provide Miami Dade County and/or the FTA Administrator or his authorized representatives including any PMO Contractor access to Municipality, records and construction sites pertaining to a capital project, subject to this interlocal agreement. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, or ARRA funds.

(2) Contractor and subcontractor by reason of the receipt of ARRA funds agree to provide Miami-Dade county and/or, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Municipality, Contractor or Subcontractor records and construction sites pertaining to any project, or projects subject to this interlocal agreement, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, 5311, or ARRA funds.

(3) Where the Municipality, Contractor or Subcontractor enter into a contract for a project or improvement funded with ARRA funds through other than competitive bidding, the Municipality, Contractor or Subcontractor shall make available records related to the contract to Miami Dade County, and where applicable or requested, the Secretary of Transportation and the



Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(4) All parties agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(5) The Municipality, Contractor or Subcontractor agree to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Municipality, Contractor or Subcontractor agree to maintain same until Miami Dade County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The parties agree to report to Miami-Dade Transit their activities and expenditures on the attached forms, or via any medium that Miami-Dade Transit may request, or any other forms to be provided at later date by Miami-Dade Transit.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.



(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the



applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The municipality shall upon its own action or upon written request of an authorized representative of Miami-Dade Transits, the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the



work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Municipality may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the municipality for transmission to the Miami Dade Transit. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. MDT may require that the required reports be submitted electronically. If MDT elects that the municipalities shall make provided all required reports electronically via any software or medium designated by Miami-Dade Transit. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without



rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Miami-Dade Transit may recommend, and the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12., and applicable county rules and ordinances.

(4) Apprentices and trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate



specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be



grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility –

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DISADVANTAGED BUSINESS ENTERPRISES

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **21.4 %**. A separate contract goal for DBE participation may be established by the Municipality for each contract. If the Municipality elects to set a contract goal for any specific contract, it must in each instance submit the project goal with all supporting documents and details to MDT's Office of Civil Rights for Review and approval.

b. The municipality shall ensure that its contractors do not discriminate on the basis of race, color, national origin, or sex in the performance of its contract funded with federal dollars or ARRA funds. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Miami-Dade Transit deems appropriate. Each subcontract that a contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b), and copies of such contracts provided to Miami-Dade Transit.

c. If a separate contract goal has been established, the municipality shall ensure that the Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.



Award of any contract under this Interlocal Agreement is conditioned on submission of the following

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders/Offerors must present the information required above as a matter of responsiveness with initial proposals and prior to contract award (see 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the municipality. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. If the municipality elects to use progress payments, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the municipality and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify municipality, who shall in turn notify MDT, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of both MDT and the Municipality.



DBE CONTRACTOR IDENTIFICATION STATEMENT

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

4) DBE Type: Women _____ Black _____ Hispanic _____ Other (specify) _____

All DBEs must show ownership percentage by gender-- Male _____ % Female _____ %

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

NAME

RACE

SEX

POSITION/TITLE



- A. _____
- B. _____
- C. _____
- D. _____
- E. _____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A. _____	_____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____	_____

If additional space is needed, please use another sheet.

(Continued on Page 2)



DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a))?

NO _____ YES _____ Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE _____ Cert. No. _____ Expires _____

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

Signature of Official of DBE Company

Title of Official

Date

**PRIME AND SUBCONTRACTORS INFORMATION FORM****INSTRUCTIONS:** To be completed by the prime and by all subcontractors that submitted a bid on the project.

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____%

BIDDER INFORMATION

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under \$500k _____ Over \$500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTYUSE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ____ Heavy--SIC 16 ____ Specialty Trades--SIC 87 ____

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ____

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Expiration Date: ____/____/____ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

_____	_____	_____	_____
Signature	Name	Title	Date

For MDC Use Only: Was the subject bid awarded to this bidder? Yes _____ No _____



SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE Firm (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

The undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of its obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its subcontracts.

Authorized Signature

Print Name and Title

Date

Name of Contractor

**LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

To: _____ and Miami-Dade County
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of \$_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

Prime Contractor _____ Project
Name _____

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Item/Supply Description	Quantity	Dollar Amount
_____	_____	_____
_____	_____	_____

Authorized Signature

Title

Print Name

Date

SUBCONTRACTORS MONTHLY PROGRESS REPORT

Report Period: NAME _____	CONTRACT NUMBER _____ PROJECT _____
AMOUNT \$ _____	CONTRACTOR NAME _____ CONTRACT _____
DBE GOAL _____ % PAID TO PRIME CONTRACTOR TO DATE \$ _____	

DBE FIRMS	SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT

PAYMENTS TO NON- DBES	TYPE OF SERVICE	AMOUNT

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Authorized Signature _____

Print Name and Title _____

Date _____

ATTACHMENT B

LANGUAGE FOR INCORPORATION INTO THE CONTRACT OF ASSISTANCE

Grant #FL-96-X028

Not applicable .

The "Public Body", **Cities of Hialeah & Hialeah Gardens** agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the service area of the project:

- 1 The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;
- 2 All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
- 3 The Public Body shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;
- 4 In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is, or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee;
- 5 Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail

Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1, a copy of which is included on the Department's website.).

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

- 6 In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
- 7 The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71);

- 8 The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;

- 9 The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has
- 10 agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and
- 11 The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the Grantee/Applicant, and the parties to the contract so signify by executing that contract. Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the protective agreements or arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and/or Applicant and such Recipient, by reference.